SUBSCRIBER AGREEMENT

MOBILE TELEPHONE NETWORKS (PROPRIETARY) LIMITED ("MTN") SUBSCRIBER CONTRACT TERMS AND CONDITIONS

These MTN SUBSCRIBER CONTRACT TERMS AND CONDITIONS are part of Your contract with MTN.

The contract between You and MTN consists of:

(i) these MTN SUBSCRIBER CONTRACT TERMS AND CONDITIONS;

(ii) the MTN Subscriber Application Form completed and signed by You;

(iii) Your Package Option Terms and Conditions or Price Plan Terms and Conditions, together with promotional package terms and conditions (if applicable) (referred to as your "Package Option/Price Plan Terms and Conditions");

(iv) the VAS Application Forms completed and signed by You from time to time for any Value Added Services which MTN may agree to provide to You (if applicable);

(v) VAS Terms and Conditions applicable to the Value Added Services used by You (if applicable); and

(vi) Customer Pick Up Document (CPD)

(the "Contract")

In the event of a conflict or inconsistency between the terms of the MTN SUBSCRIBER CONTRACT TERMS AND CONDITIONS, Your Package Option/Price Plan Terms and Conditions, and the VAS Terms and Conditions, then the MTN Subscriber Contract Terms and Conditions shall take precedence.

I. Please keep the Contract and the following documents in a safe place and provide them to MTN whenever You have a query or wish to exercise a consumer right:

- Proof of Delivery (POD); and
- MTN Invoice.

II. **Please read this document carefully and ensure that You understand these terms and conditions** and Your legal rights and obligations that result from You signing the Contract and the CPD or POD. Even though all the

terms and conditions contained in the Contract are important, make sure that You take notice, read and understand the terms and conditions that have been drawn to Your attention either which are written in bold, capital or italic letters.

Please pay special attention to the clauses listed below which may limit MTN's responsibility, liabilities and legal responsibilities which MTN may have towards You and other persons.

Please also pay special attention to the clauses listed below as they are deemed to be acknowledgments of fact by You and may limit and exclude Your rights and remedies and/or liabilities against MTN and place various risks, liabilities, obligations and legal responsibilities on You. These clauses will also be in bold or highlighted for your attention.

The important clauses are:
Clauses 3.2 – 3.4, 3.6 3.11, 5.1, 5.2.5 – 5.2.8, 5.4, 5.7–– 5.9, 6.1, 8, 9, 10.3, 11, 12, 14, 15, 16, 17, 17.3.2, 18, 19.1, 20.1, 20.6.3, 20.6.4 and 21.

1. DEFINITIONS

In this Contract, unless the context clearly shows a different intention, the words defined below will have the meanings given to them, and similar words or expressions will have corresponding meanings:-

1.1 "**Activation**" means the enabling of a SIM Card by MTN to access and operate on the Network in terms of this Contract and subject to RICA (as defined in clause 1.40). In the context of a Port (as defined in clause 1.34 below), "Activation" means the activation of the SIM Card by the recipient service provider after porting Your number between mobile service providers or mobile networks. The words "**Activate**", "**Activating**" and "**Activated**" will have a corresponding meaning;

1.2 "**Business Day**" means all days of the week, excluding Saturday, Sunday and official public holidays in the Republic of South Africa. When this Contract refers to a number of Business Days to perform a particular action, this will be calculated by excluding the first business day and including the last business day;

1.3 "**Cancellation Date**" means the date on which the Contract ends, either as a result of an early cancellation by You, or by MTN in terms of this MTN Subscriber Contract Terms and Conditions or the end of Your Initial Contract Period;

1.4 "**Cancellation Charges**" means a reasonable charge due by You to MTN for the early cancellation of the Contract, which will be calculated by MTN taking into account the applicable requirements and factors which are legally compliant;

1.5 "**Charges**" means the SIM Card charge, Connection Charge, Monthly Service Charges, Value Added Services Charges, Usage Charges and any other charges, due by You to MTN, relating to the Network Services, SIM Cards, Mobile Device, Value Added Services, self-service purchases or any other services provided by MTN to You, as detailed in the Price List and Your Package Option/Price Plan Terms and Conditions;

1.6 "**Commencement Date**" means the date on which Your SIM Card is Activated resulting in You being liable for all charges incurred by You;

1.7 "**Contract**" means the contract between You and MTN which consists of (i) these MTN Subscriber Contract Terms and Conditions, (ii) the MTN Subscriber Application Form completed and signed by You, (iii) Your Package Option/Price Plan Terms and Conditions, (iv) the VAS Application Forms completed and signed by You from time to time for any VAS which MTN may agree to provide to You (if applicable), (v) together with the VAS Terms and Conditions applicable to the VAS used by You and (vi) Customer Pick Up Document (CPD);

1.8 "**Connection Charge**" means the charge to be paid by You to MTN in order to Activate Your SIM Card for use on the Network;

1.9 "**Contract Renewal Period**" means the month-to-month period in which Your Contract will continue after the expiry/end of the Initial Contract Period as set out in clause 2.1 below;

1.10 "**Consumer Protection Act**" means the Consumer Protection Act, No 68 of 2008, as amended, replaced or re-enacted from time to time;

1.11 "**Data**" means data services or information which is transmitted, in pre-determined packet sizes, using the internet protocol. Any network Price Plan supplied by MTN which includes or enables the user to access MMS, GPRS, EDGE and/or UMTS utilises a data service. For the avoidance of doubt, SMS's and voice calls are excluded from this definition and do not form part of MTN's data services;

1.12 "**Deactivation**" or "**Deactivated**" means the permanent disenabling of a SIM Card from the Network at MTN's premises, so that it is permanently incapable of being used or operated on the Network;

1.13 "**GSM**" means Global System for Mobile Communications as defined in the European Technical Standards Institute structure of specifications from time to time;

1.14 "**Initial Contract Period**" means the duration of Your Contract as set out in the MTN Subscriber Application Form which will start from the Commencement Date, as set out in the first invoice that MTN sends to You after Activation;

1.15 "**Insurance Application Form**" means the separate application form, which is to be completed and signed by You, if You choose to apply for the insurance policy available through MTN to insure Your Mobile Device, as set out in clause 19 below;

1.16 "**Interest Rate**" means a rate of interest MTN may charge You, which shall be determined by MTN, but will not exceed the maximum interest rate allowed by law;

1.17 "**International Calling**" means the use of, amongst other things, voice and SMS services by You, from within the Republic of South Africa to any destination outside the Republic of South Arica;

1.18 "**International Roaming**" means the use of Network Services, including amongst other things, voice, SMS and data whilst travelling outside the Republic of South Africa;

1.19 "**Mobile Device**" means a GSM terminal, approved of by ICASA (the Independent Communications Authority of South Africa) which, in conjunction with a SIM Card, can be connected via a GSM radio link to the Network, in order to make or receive voice calls and/or transmission of data and/or to send or receive messages;

1.20 "**Mobile Number**" means the telephone number that is allocated by MTN to the SIM Card supplied to You by MTN and/or a telephone number that is transferred to MTN by means of Mobile Number Portability;

1.21 "**a Month**" will mean a time period that starts at 0h00 on a particular date (determined by MTN from time to time) of a calendar month and will carry on until 23h59.59 on the day before that particular date in the following calendar month;

1.22 "**Monthly Service Charge**" means subscription fees charged monthly in advance by MTN for Your access to and use of the Network Services and the monthly charges applicable to the Value Added Services used by You, depending on the Package Option/Price Plan You choose. These charges are detailed in the Price List and may be amended by MTN from time to time in the manner set out in this Contract;

1.23 "**MTN**" means Mobile Telephone Networks (Proprietary) Limited, Registration Number: 1993/001436/07, its successors or assignees, currently of 216 Fourteenth Avenue, Fairland, Roodepoort, Gauteng, Republic of South Africa;

1.24 "**MTN's Premises**" means only the offices of MTN at 216 Fourteenth Avenue, Fairland, Roodepoort, Gauteng, Republic of South Africa;

1.25 "**MTN Subscriber Application Form**" means the MTN application form provided to You with these MTN Subscriber Contract Terms and Conditions;

1.26 "**Network**" means the GSM electronic communications network (cellular telecommunications system) operated by MTN in South Africa;

1.27 "**Network Services**" means the wireless and/or network services and any other related services made accessible to You by MTN in terms of this Contract, which may include, Value Added Services, International Roaming and International Calling;

1.28 "**Order**" means the MTN Subscriber Contract Application Form and related documents completed and signed by You and provided to MTN for the provision of Mobile Device/s, SIM Cards and/or use of the Network Services;

1.29 "**Package Migration**" or "**Price Plan Migration**" means the process when You move from Your current Package Option/Price Plan to a different Package Option/Price Plan as set out in clause 7;

1.30 "**Package Option**" means the Price Plan together with a Mobile Device, which may be offered by MTN to the Subscriber, from time to time, which upon the successful conclusion of this Contract, may include Value Added Services;

1.31 "**Package Option Terms and Conditions**" means the terms and conditions applicable to the Package Option purchased by You.

1.32 "**Parties**" means MTN and You, and "**Party**" means either one as the context requires;

1.33 "**Porting**" or "**to Port**" means to move Your Mobile Number from one mobile network to another or to move from one mobile service provider ("donor service provider") to another ("recipient service provider") with or without changing Your Mobile Number;

1.34 "**Porting Hours**" means the times during which Your Port request can be processed, being between 09h00 and 17h00 from Monday to Friday and between 09h00 and 13h00 on Saturdays, excluding Sundays and public holidays in the Republic of South Africa;

1.35 "**Price List**" means the list on which the Charges, as approved by MTN and/or the Regulatory Authority, which are set out on the MTN Website: www.mtn.co.za, and which may also be available in-store;

1.36 "**Price Plan**" means any one of the various tariffs under which the Network Services are made accessible to Subscribers and which may include certain Value Added Services. The tariff plans are set out on the Price List and depend on the conditions and/or approvals of the Regulatory Authority;

1.37 "**Price Plan Terms and Conditions**" means the terms and conditions applicable to the particular Price Plan selected by you on the MTN Subscriber Application Form. The Price Plan terms and conditions shall be made available to You at the point of sale, on request, and on the MTN website: www.mtn.co.za;

1.38 "**Purchase Price of the Mobile Device**" means the purchase price of the Mobile Device that You have purchased from MTN in terms of this Contract, as set out in the Price List and calculated in accordance with the Package Option that You have selected in terms of the Contract;

1.39 "**Regulatory Authority**" means the Independent Communications Authority of South Africa (ICASA), or any successor thereof;

1.40 "**RICA**" means Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002 as amended and any regulations thereto;

1.41 "**SIM Card**" means a Subscriber Identity Module Card that is supplied to You by MTN in order to use the Network Services. When the SIM Card is Activated by MTN, and used together with a GSM compatible Mobile Device, it provides You with access to the Network Services;

1.42 "**SIM Swop**" means the process whereby You have originally purchased a SIM Card, ("Original SIM Card"), now purchase a new SIM Card ("New SIM Card") from any MTN outlet, to substitute the Original SIM Card, due to such Original SIM Card being lost or malfunctioning. Such substitution must occur in accordance with the procedures advised by MTN from time to time. The Mobile Number of the original SIM Card is not affected by the SIM Swop;

1.43 "**Subscriber**" or "**You**" means the person, company or other entity which is the subscriber under this Contract, as described in the "Subscriber Details" section of the MTN Subscriber Application Form, and its successors or authorized assignees. References to "Your" shall have a corresponding meaning;

1.44 "**Suspension**" or "**to Suspend**" means to temporarily disable a SIM Card from the Network, so that it is incapable of operating on the Network until the suspension is lifted by MTN;

1.45 "**Usage Charges**" means the charges for the use of the Network Services by You which are not included in the Monthly Services Charges, as set out in the Price List. These charges may be amended by MTN from time to time in the manner set out in this Contract;

1.46 "**Value Added Services**" or "**VAS**" means certain services which MTN may call 'Value Added Services' and which MTN may make available to you from time to time, or which may be included in Your Package Option/Price Plan, excluding premium rated services offered by third parties;

1.47 "**Value Added Services Charges**" means charges which are payable by You for the use of the Value Added Services. These charges are set out in the Price List and may be amended by MTN from time to time in the manner set out in this Contract;

1.48 "**VAS Application Form**" means an application form for the use of a Value Added Service, which may be completed and signed by You;

1.49 "**VAS Terms and Conditions**" means the terms and conditions applicable to the Value Added Services in addition to this Subscriber Agreement Terms and Conditions; and

1.50 "**Writing**" or "**written**" may include SMS ("Short Message Service" sent to a Mobile Device) only when it is sent from MTN to You. It also includes an e-mail sent by MTN to You, or a voice call recorded by an official MTN call centre.

2. CONTRACT COMMENCEMENT

2.1. This Contract will start on the date of Activation of a SIM Card issued to You by MTN (the **"Commencement Date"**) and will, subject to the further provisions of this Contract, continue for the Initial Contract Period. MTN shall provide You with notice, as required under the Consumer Protection Act, of:

2.1.1. the end date of the Initial Contract Period;

2.1.2. any material changes that would apply if the Contract is to be renewed or if it otherwise continues beyond the end of the Initial Contract Period (for example any increase in the fees applicable to Your Contract); and

2.1.3. Your options to either terminate the Contract at the end of the Initial Contract or Contract Renewal Period (as the case may be) this Contract will continue automatically on a month-to-month basis, but it can be cancelled.

2.2. If this Contract continues for the Initial Contract Period and is not cancelled by You at the end of the Initial Contract Period, it will continue for the Contract Renewal Period. Where this Contract is continuing on a month-to-month basis, MTN will apply any material changes which MTN has notified You of in terms of clause 15.1 below. You may enter into a new Contract for a further contract period. This Contract will no longer continue on a month-to-month basis after it is cancelled in the manner allowed by this Contract.

3. YOUR ORDER, SUPPLY OF SIM CARDS, MOBILE DEVICES AND NETWORK SERVICES

3.1. The Order that You place on MTN depends on the normal credit-vetting practices of MTN and may be approved or rejected by MTN, depending on the outcome of the credit-vetting. If MTN does not accept the Order, MTN will notify You and give reasons for its decision, upon request.

3.2. **MTN will make every commercially reasonable effort to promptly comply with any supply and/or delivery requirements recorded in the Order, but will not be liable to You or any other person, insofar as the law allows, if the supply and/or delivery is delayed or cancelled**.

3.3. Credit-vetting and reporting permission:

You acknowledge and accept that MTN shall utilise a third party (a credit bureau and/or an authorised agent) to register Your details in order to assess Your credit-worthiness for the purposes of granting Your Order. MTN shall also utilise such third party to monitor or record the manner in which You have conducted Your payments to MTN. To the extent allowed by law, You give up ("waive") any claims You may have against MTN relating to such disclosures.

3.4. **Even if MTN has used agents or other go-betweens, the Order by You is an offer made by You to MTN and will be considered after it has been received by MTN at MTN's Premises. If MTN accepts Your offer (which it does not have to accept), then MTN's acceptance will be the Activation of the SIM Card. For the purposes of acceptance by MTN and conclusion of this Contract, Activation will always be deemed to take place at MTN's Premises. Upon Activation, this Contract will become binding between MTN and You.**

3.5. Your use of the Network Services, the provision of the Network Services by MTN to You and the sale of the Mobile Device and SIM Card by MTN to You, shall be subject to this Contract, which includes (but is not limited to (i) these MTN SUBSCRIBER CONTRACT TERMS AND CONDITIONS; (ii) the MTN Subscriber Application Form completed and signed by You, (iii) Your Package Option/Price Plan Terms and Conditions; and (iv) the VAS Application Forms completed and signed by You from time to time for any VAS which MTN may agree to provide to You (if applicable), (v) the VAS Terms and Conditions applicable to the Value Added Services used by You and (vi) Customer Pick Up Document (CPD). Your Package Option/Price Plan Terms and Conditions and the VAS Terms and Conditions are accessible and may be viewed at the following website: www.mtn.co.za, or they can be provided to You by MTN if You request a copy in-store.

3.6. All risk for loss, damage or theft of SIM Cards and Mobile Devices supplied by MTN to You will pass to You on delivery of the SIM Card and/or the Mobile Device (as the case may be) to You or to any person that You have

chosen to accept receipt of such SIM Card and/or Mobile Device on Your behalf. **This clause does not limit or exclude any obligation which MTN has in law relating to damage to the SIM Cards and/or Mobile Devices to the extent that the law does not allow such obligations to be limited or excluded. This clause also does not limit or exempt MTN from liability for any loss directly or indirectly attributable to the gross negligence of MTN or any person acting for or controlled by MTN to the extent that the law does not allow this, and also does not require you to assume risk or liability for this kind of loss to the extent that the law does not allow this.**

3.7. **Subject to clause 3.10.4, MTN will be the owner of the Mobile Device until the end of the Initial Contract Period or until You have paid the Purchase Price of the Mobile Device in full (whichever happens first), except that where this Contract is cancelled in terms of clause 10 or clause 11 then MTN will remain the owner of the Mobile Device until you have paid the Purchase Price of the Mobile Device in full.**

3.8. **By law, if a SIM Card is lost or stolen, You are required to immediately notify the South African Police Services in writing. If the SIM Card is lost or stolen You must also immediately notify MTN and request suspension of the SIM Card. Until Your request for suspension of the SIM card is received by MTN, You will remain liable for all costs and Charges relating to that SIM Card, including all Usage Charges arising from the use of the SIM Card.**

3.9. You may apply to MTN for a replacement SIM Card ("SIM Swop"). MTN may require You to pay a reasonable charge for the SIM Swop process and also for the new SIM Card. **This Contract will not be cancelled because of any loss, theft or damage to a SIM Card, or a SIM Swop, or the allocation of a new Mobile Number.**

3.10. **You hereby warrant and undertake that You:-**

3.10.1. **will not use nor allow the Network Services to be used for any improper, immoral, fraudulent or unlawful purpose, nor in any way that may cause injury or damage to persons or property or an impairment or interruption to the Network Services;**

3.10.2. **will not commercially exploit the Network Services nor allow the Network Services to be used for commercial purposes, including without limitation, the selling or reselling of the Network Services, bulk calling, bulk SMSing, grey routing, least cost routing (LCR) or Fixed Cellular Terminals, for commercial or business purposes. Any use of the Network Services outside of what is considered reasonable for private, non-commercial use and in instances through mechanisms and/or automated systems and means not intended for personal use will be considered as abuse;**

3.10.3. **will only use Mobile Devices approved by the Regulatory Authority together with the SIM Card on the Network, and will comply with all relevant legislation and regulations, as well as all lawful directives given by MTN, acting reasonably, relating to the use of Mobile Devices, Network Services and/or SIM Cards;**

3.10.4. **recognise and agree that no right, title or interest in the software contained in each SIM Card or the software contained in a Mobile Device or the software contained in a Mobile Number related to each SIM Card issued to You, vests in You or will vest in You, however MTN does recognise that You will retain the use of Your Mobile Number if You decide to Port; and**

3.10.5. **will not, and will not allow any other person to reverse engineer, decompile, modify or tamper with the software contained in, or relating to, any SIM Card or Mobile Device.**

3.11. **Even if a SIM Card has been Activated by MTN, the SIM Card will be barred from making calls to and from any place outside the Republic of South Africa (International Calling and/or International**

Roaming), and will only be unbarred for a specified period on written request by You, received by MTN at least 5 (five) Business Days before the requested date of unbarring and in the form as may be reasonably required by MTN from time to time. MTN may refuse, acting reasonably, to unbar the SIM Card and may require You to first provide a security deposit in the amount decided by MTN in its reasonable discretion, before the SIM Card is unbarred, even though MTN may not have required such deposit from you where you have used the International Calling or International Roaming services before.

4. RETURNS, REPLACEMENTS AND REFUNDS

If there is any defect or problem with Your SIM Card or Mobile Device, the MTN returns, replacement and/or refunds terms and conditions are governed in terms of the CPD which You received with Your Contract.

5. CHARGES

5.1. **You will pay all the applicable Charges due by You to MTN at the rates detailed in the Price List and/or Your Package Option/Price Plan Terms and Conditions. These Charges will be set out in detail in Your monthly bill, taking into account the following charges, including but not limited to, the Charges applicable to Your Package Option/Price Plan, Monthly Service Charge, Usage Charge and/or Value Added Service Charges.**

5.2. Unless MTN agrees otherwise in writing, in addition to any other amounts which are payable by You in terms of this Contract, You are required to pay MTN:-

5.2.1. the Monthly Service Charges, monthly in advance. The Monthly Services Charges and Value Added Tax will be required to be paid by You even if You have not used the Network Services in the applicable Month;

5.2.2. an upgrade fee, as determined by MTN, for upgrades to certain Package Options/Price Plans, when requesting an upgrade. You will be advised of the amount that You will be liable for, at the time that you apply for such Upgrade);

5.2.3. all other Charges (other than the Monthly Service Charges), monthly in arrears;

5.2.4. the Cancellation Charges referred to in clause 11 (Cancellation of the Contract), in the event that You cancel the Contract;

5.2.5. the Cancellation Charges referred to in clause 11 (Cancellation of the Contract), in the event that MTN elects to cancel the Contract, as a result of a breach of Contract by You. **This clause must not be deemed to be a waiver of MTN's rights to recover any damages that MTN may suffer as a result of a breach of this Contract by You;**

5.2.6. **a debit order return fee of R11.40 (incl. VAT) if You fail to make payment of any amount by the due date for payment and the amount was required to be paid by debit order;**

5.2.7. **if there is a Package Migration/Price Plan Migration by You, the current migration fee and/or administration fee for the migration as detailed in the Price List at the time of the Package Migration/Price Plan Migration, as long as the fees have been approved or fixed by the Regulatory Authority; and**

5.2.8. **to pay legal costs on the scale as between attorney and own client reasonably incurred by MTN if MTN takes any legal steps against You relating to Your breach of this Contract. You will also be required to pay collection costs reasonably incurred by MTN while trying to collect any amounts from You which are owed to MTN by You. A certificate by any manager of MTN certifying the**

amount of Charges and other amounts owing by You to MTN, will be deemed to be sufficient proof of the amount owed by You and will also be sufficient proof for MTN to obtain judgment or a court order against You. All amounts required to be paid in terms of this clause 5.2.8, shall be required to be paid within 14 (fourteen) Business Days of demand in writing.

5.3. MTN will be required to pay legal costs, as awarded by a court of law, if You take any legal steps against MTN relating to MTN's breach of this Contract. MTN will also be required to pay collection costs reasonably incurred by You while trying to collect any amounts from MTN which are owed to You by MTN.

5.4. Unless MTN agrees otherwise in writing, all Charges and amounts payable by You must be paid:-

5.4.1. within 21 (twenty one) days of the date on the bill which MTN may send to You; and

5.4.2. **at MTN's Premises or into the bank account of MTN held at The Standard Bank of South Africa Limited or at another bank, provided that You must pay by way of debit order if MTN requires you to do so. The details of MTN's bank account shall be detailed in each monthly bill which MTN may send you. If payment is made by You via a debit order, other electronic means or any other intermediary, Your bankers or other intermediaries will act as Your agents. You will be responsible for the payment until it has been received by MTN at MTN's Premises or by the bankers of MTN into MTN's bank account.**

5.5. MTN prefers that You pay the Charges, due by You by debit order and may require You to do so as a term of the Contract. If a debit order date falls on a weekend or a public holiday, the debit order will be collected on the last Business Day before that date.

5.6. MTN will send a monthly statement ("bill") to You at the address You have given in the MTN Subscriber Application Form or in writing to MTN. It will be Your duty to check the bill to make sure that it is correct. To the extent allowed by law, unless You raise a query about Your bill within 30 (thirty) days from the date of the bill, it will be deemed to be correct until You prove that it is not.

5.7. **MTN may set a limit on the amount of the total Charges which You may incur in any Month and may change this limit from time to time. The limit on Your Charges is determined by MTN in accordance with the credit-vetting of Your Order as set out in clause 3.3 above and You may request MTN to disclose this limit to You.**

5.8. **You may request MTN to set a limit on Your behalf (the "Subscriber Usage Limit"). The Subscriber Usage Limit can be equal to or less than the limit referred to in clause 5.7 above (applicable to My MTNChoice Package Options/Price Plans only).**

5.9. **If Your actual Charges exceed the limit set by MTN or the Subscriber Usage Limit (applicable to My MTNChoice Package Options/Price Plans only), You will still be required to pay these Charges**.

6. SUSPENSION OF ACCESS TO OR USE OF NETWORK SERVICES

6.1. Without limiting or reducing the other rights and remedies which MTN may have, and to the extent allowed by law, MTN may at any time Suspend Your access to, or use of, the whole or a part of the Network Services if:-

6.1.1. **any modification, maintenance or remedial work must be undertaken in relation to the Network or the Network Services. MTN will use reasonable endeavors to reduce the period of the Suspension due to the modification, maintenance and remedial work and will endeavour to notify You of this Suspension in advance. MTN will not be required to notify You in advance when the modification, maintenance or remedial work is required due to an emergency; or**

6.1.2. **Subject to clause 6.2 below, if You breach any term of this Contract (including, but not limited to, when You fail to give to MTN all necessary documents stated on the MTN Subscriber Contract Application Form or if You do not pay MTN any amount owing on a due date), MTN will notify You of the Suspension of Your access to or use of the Network Services; or**

6.1.3. **You at any time exceed the limit of the total amount of Charges which You may incur in any Month, as MTN may set, from time to time. MTN will notify You of the Suspension of Your access to the Network Services in these circumstances and MTN will end the Suspension of Your access to the Network Services as soon as reasonably possible after You make a payment to MTN to reduce the amount of Usage Charges payable by You so that it is less than the limit that MTN may have set; or**

6.1.4. **if MTN is required to do so by law or by the Regulatory Authority; or**

6.1.5. **if MTN is of the reasonable belief that You are using or have used or accessed the Network Services in circumstances described in clause 3.10.1 or clause 3.10.2.**

6.2. Where You breach a term of this Contract and MTN wishes to Suspend your access to or use of any of the Network Services:

6.2.1. MTN will give You reasonable notice of the details of Your breach and that MTN may Suspend Your access to or use of the whole or a part of the Network Services if You do not remedy the breach within 20 (twenty) Business Days of MTN's notice to You. This will not apply where the breach is material and MTN is acting reasonably and MTN will be entitled, without giving you advance notice, to immediately suspend Your access to, or use of, the whole or part of the Network Services;

6.2.2. Where the breach is not a material breach of this Contract, MTN will only Suspend Your access to the Network Services if it is reasonable to do so; and

6.2.3. MTN will end the Suspension of Your access to the Network Services as soon as reasonably possible after You remedy the breach in question.

6.3. MTN will still be entitled to cancel this Contract in terms of clause 11.2.1 where You have breached this Contract and MTN has Suspended your access to, or use of, the whole or any part of the Network Services.

6.4. To the extent allowed by law, if Your access to the Network Services is Suspended, You will still be liable for the Monthly Service Charges during the time of Suspension, unless MTN agrees in writing not to charge You and MTN will not withhold its agreement unreasonably.

6.5. You will still be entitled to make emergency calls if Your access to, or use of, the Network Services is Suspended by MTN.

6.6. Unless required by law, MTN is not obliged to Suspend Your access to, or use of, the Network Services. Any Suspension by MTN may be a complete Suspension of Your access to, or use of, all of the Network Services, or may be a partial Suspension of Your access to and use of certain of the Network Services. Where MTN only partially Suspends Your access to, or use of, part of the Network Services, MTN will be entitled to subsequently Suspend Your access to or use of a greater part of the Network Services or to all of the Network Services.

7. PACKAGE MIGRATION OR PRICE PLAN MIGRATION

7.1. At the end of the Initial Contract Period (or earlier if MTN allows You specifically to do this or in terms of clause 12.1.6), or during a Contract Renewal Period, if this Contract is still in force You will be entitled to apply to both

cancel this Contract and to enter into a new contract with MTN under a new Package Option/Price Plan available at that time by providing MTN with a new MTN Subscriber Application Form which has been completed and signed by You.

7.2. A Package Migration/Price Plan Migration constitutes a new contract between You and MTN. This means that when You provide MTN with a new MTN Subscriber Application Form, Your application will be subject to the all terms and conditions that apply to the Contract, at the time you request a Package Migration/Price Plan Migration. MTN is also not obliged to agree to accept the application or to enter into a new contract with You. If the application is successful and You then enter into a new contract with MTN, this Contract will then end at the same time that the new contract starts. If the application is not successful, this Contract will continue in force until it is cancelled as allowed under the terms of this Contract.

8. INTERNATIONAL ROAMING AND INTERNATIONAL CALLING

8.1. **Please note that the use of International Roaming and/or International Calling is expensive. These services are available upon request by You. MTN shall request that you complete the relevant application form.**

8.2. **You understand and accept that International Roaming costs are charged by third party network operators in the country being visited by You. These third party network operators will send Your bill to MTN within 90 (ninety) days.**

8.3. **MTN strongly advises that You consult Your Mobile Device user manual to disable voice, SMS, data and/or email settings (as applicable by You) when roaming outside the Republic of South Africa. MTN further advises that You make sure that You consult the terms and conditions of Your Mobile Device applications downloaded by You or existing on Your Mobile Device when You are roaming outside the Republic of South Africa. Failure to do so may result in You incurring additional costs on Your International Roaming bill.**

9. INCLUSIVE MINUTES, MESSAGES, DATA AND VALUE AMOUNTS

9.1. **Where Your Package Option/Price Plan includes any inclusive minutes, SMSs and/or Data then there will be no Usage Charges for these inclusive minutes, SMSs and/or Data but You will pay for any minutes, SMSs and/or data which exceed the amount of minutes, SMSs and/or Data included in Your Package Option/Price Plan.**

9.2. **There are various rules and requirements relating to the inclusive minutes, SMSs and/or Data, including (amongst others) rules and requirements about:**

9.2.1. **what happens if You do not use all Your inclusive minutes, SMSs and/or Data in a particular Month and if You can carry those inclusive minutes, SMSs and/or Data to another Month;**

9.2.2. **when inclusive minutes, SMSs and/or Data expire or can no longer be used or sent;**

9.2.3. **how many inclusive minutes, SMSs and/or Data You will get where the Commencement Date is not at the beginning of a Month;**

9.2.4. **what kinds of calls You can make using Your inclusive minutes and whether they can be used for national or international calls or from the Network to other networks or for Value Added Services or when roaming;**

9.2.5. **what kinds of SMSs You can send using Your inclusive SMSs and whether they can be sent nationally or internationally or when roaming;**

9.2.6. **whether You can use the Data nationally or internationally or when roaming;**

9.2.7. **whether inclusive minutes, SMSs and/or Data can only be used or sent during particular times or on particular days;**

9.2.8. **how inclusive minutes will be calculated for different types of calls; and**

9.2.9. **the purchasing of additional (add-on) bundles for minutes, SMSs and/or Data through various self-service portals, which purchases affect Your Subscriber Usage Limit (applicable to My MTNChoice Package Options/Price Plans only) and/or Your MTN limit (referred to in clause 5.7 above).**

9.3. **The various rules and requirements relating to inclusive minutes, SMSs and/or Data may vary between different Package Options/Price Plans. The various rules and requirements relating to inclusive minutes, SMSs and/or Data for each Package Option/Price Plan are set out in the Package Option/Price Plan Terms and Conditions applicable to that Package Option/Price Plan.**

10. BREACH

10.1. Without limiting any of MTN's other remedies and rights against You, this Contract may be cancelled by MTN immediately on written notice to You if You are in breach of this Contract (which may include, but is not limited to, where You fail to pay any amount to MTN on due date) and You have failed to remedy that breach within 20 (twenty) Business Days after MTN has given You notice of such breach.

10.2. If MTN requires You to pay by debit order, You will commit a breach of this Contract if You:-

10.2.1. cancel the debit order without getting the prior written consent of MTN. MTN will not unreasonably withhold its consent; or

10.2.2. change Your banking details for the debit order, without giving MTN prior written notice of the change and giving MTN Your new banking details.

10.3. **In addition to all remedies You may have in law, including in terms of the Consumer Protection Act, You will be entitled to refer any dispute between You and MTN relating to the availability of the Network Services, to any telecommunications representative who may be appointed by the Regulatory Authority.**

11. CANCELLATION OF THE CONTRACT

11.1. **This Contract may be cancelled by You:**

11.1.1. **at any time by giving MTN at least 20 (twenty) Business Days' notice in writing (not by SMS) or in any other recorded manner and form. You should note that You will be required to pay all Charges which are payable at the Cancellation Date and also a reasonable Cancellation Charge;**

11.1.2. **at the end of the Initial Contract Period, by giving to MTN a written notice (not by SMS) of cancellation before the end of the Initial Contract Period;**

11.1.3. **at the end of a particular Contract Renewal Period where this Contract is continuing on a month-to-month basis by giving MTN a written notice (not by SMS) of cancellation before the end of the relevant month;**

11.1.4. **if MTN is in breach of an obligation in this Contract and fails to remedy this breach within 20 (twenty) Business Days after receiving a notice from You in writing (not by SMS) identifying the**

breach and stating that if the breach is not remedied You may cancel the Contract. If You do wish to cancel this Contract for this reason, after the expiry of the 20 (twenty) Business Days' notice period, You must send MTN a notice in writing (not by SMS) of the cancellation of this Contract;

11.1.5. **if You decide to Port and have given MTN at least 20 (twenty) Business Days prior written notice (not by SMS);**

11.1.6. **by notice in writing (not by SMS) to MTN within 20 (twenty) days after MTN has given You notice of changes or amendments to (i) this Contract, (ii) the repair, replacement and refund terms in the CPD, (iii) the Charges or the Price List; or (iv) the limit of the Usage Charges set by MTN in terms of clause 5.7, except that You can only cancel this Contract where the changes or amendments meet the conditions set out in clause 15.3; or**

11.1.7. **by notice in writing (not by SMS) to MTN within 75 (seventy five) days after receiving a notice from MTN of the change, withdrawal or substitution of any Value Added Services which form a part of Your Package Option/Price Plan.**

11.2. **Without limiting any of MTN's other remedies and rights against You, this Contract may be cancelled by MTN immediately on written notice to You:**

11.2.1. **if You are in breach of this Contract (which may include, but is not limited to, where You fail to pay any amount to MTN on a due date) and You have failed to remedy that breach within 20 (twenty) Business Days after MTN has given You notice of such breach, provided that if the breach is not material, MTN will only cancel this Contract where this is reasonable to do so;**

11.2.2. **if MTN is of the reasonable belief that You are using or have used or accessed the Network Services in circumstances described in clause 3.10.1 or clause 3.10.2;**

11.2.3. **if You are sequestrated, liquidated, placed under judicial management or business rescue, whether provisionally or finally, and whether voluntarily or compulsory; or**

11.2.4. **if the license issued by ICASA in terms of which MTN is authorized and empowered to give You access to the Network Services, is cancelled for whatever reason.**

12. AMOUNTS YOU MUST PAY IF THIS CONTRACT IS CANCELLED

12.1. **If this Contract is cancelled, You will be required to pay:**

12.1.1. **the Monthly Services Charges applicable up to the Cancellation Date, except that if the Cancellation Date is not at the end of a particular Month, then the Monthly Services Charges for that last Month will be reduced in proportion to the number of days in that Month up to and including the Cancellation Date. You should note that because Monthly Services Charges are billed monthly in advance and MTN may prepare or send You the bill for the last Month of this Contract before the Contract is cancelled, You will still be required to pay in full the bill for the Monthly Services Charges applicable to the last Month of the Contract, but MTN will then make an adjustment in the following months and refund You any overpayment made by You for the last month of this Contract, within a reasonable time; and**

12.1.2. **all the Usage Charges up to and including the Cancellation Date. The Usage Charges will be payable no matter what the reason for cancellation of this Contract; and**

12.1.3. **all other amounts referred to in clause 5 which MTN is entitled to charge You up to the Cancellation Date or for any failure to make payment by You before or after the Cancellation Date; and**

12.1.4. **the Cancellation Charges, which will include (but may not be limited to) the balance of the Purchase Price of the Mobile Device which has not been paid as at the Cancellation Date. The full breakdown of Your Cancellation Charges will be provided to You in writing at the time of Cancellation. The Cancellation Charges will be payable where this Contract is cancelled by You in terms of clauses 11.1.1, 11.1.5, 11.2.1, 11.2.2 or 11.2.3; and**

12.1.5. **where this Contract is cancelled by You or MTN in terms of clauses 11.1.3, 11.1.5, 11.1.6, 11.1.7, 11.2.4, 15.3, 15.6, or 21.2, the balance of the Purchase Price of the Mobile Device which has not been paid as at the Cancellation Date, and a reasonable cancellation penalty; and**

12.1.6. **You will also be required to pay MTN the balance of the Purchase Price of Your Mobile Device if You migrate, in terms of clause 7, to a Package Option with a lower Mobile Device subsidy than the Package Option You are migrating from or if You migrate to a Price Plan with no Mobile Device. This enables MTN to adjust the Mobile Device subsidy amount to the lower amount or to settle the amount that You would have benefited from at the time of sale of the Mobile Device if You had first chosen the Package Option to which You are migrating. The Mobile Device subsidy for each Package Option will depend on the rules of that particular Package Option.**

12.2. **Irrespective of any other clause in this Contract, it shall be in MTN's sole discretion to claim damages from You, for any damages or loss that it may suffer as result of Your Breach of any term of this Contract, any negligence on Your Part, or any actions on Your Part, or any omissions to act on You part, in addition to any Cancellation Charges.**

13. CONSUMER PROTECTION ACT

13.1. To the extent that this Contract or any goods or Network Services provided under the Contract is regulated by or subject to the Consumer Protection Act, no provision of the Contract is intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Contract must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.

13.2. No provision of this Contract:

13.2.1. does or purports to limit or exempt MTN from any liability (including, without limitation, for any loss directly or indirectly attributable to MTN's gross negligence or willful default or that of any person acting for or controlled by MTN) to the extent that the law does allow such limitation or exemption;

13.2.2. requires You to assume risk or liability for the kind of liability or loss referred to in clause 13.2.1 above to the extent that the law does allow such limitation or exemption; or

13.2.3. limits or excludes any warranties or obligations which are implied into this Contract by the Consumer Protection Act (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

14. LIMITATIONS AND EXCLUSIONS OF LIABILITY

14.1. **To the extent allowed by law, MTN will not be liable to You or to any other person for any loss or damage suffered (whether it is direct or indirect):-**

14.1.1. **if the Network Services are interrupted, suspended or cancelled for any negligent act or failure to act by MTN, or for circumstances outside of the control of MTN; or**

14.1.2. **if MTN does not supply or deliver any Mobile Device or SIM Card/s on the required date or time;**

14.1.3. **as a result of the use of any Mobile Device supplied to You by MTN relating to this Contract (including the use of any self-service features available to You);**

14.1.4. **if Your access to, or use of, the Network Services is Suspended in whole or in part in terms of clause 6.1;**

14.1.5. **if MTN does not Suspend the provision of the Network Services to You after You have specifically requested MTN to do so in order to, amongst other things, limit the Usage Charges;**

14.1.6. **the loss or damage was caused by any negligent act or failure to act by MTN, its employees or its agents.**

14.2. **To the extent allowed by law, where MTN is liable to You for any reason, the cumulative maximum liability of MTN to You for all claims, actions, demands and proceedings of whatever nature and however arising (including, without limitation, for breach of contract, in delict, for all acts and omissions, and for negligence) shall in total be limited to the total value of the Charges actually paid by you to MTN in terms of this Contract.**

14.3. **To the extent allowed by law, in no event will MTN be liable to You for any loss of profits, loss of goodwill, loss of business opportunities, business interruptions, loss or destruction of data, damage to data, or for any indirect, consequential, special or exemplary losses or damages of whatever nature and however arising.**

15. CHANGES TO THE SERVICES, CHARGES AND THIS CONTRACT

15.1. **MTN may at any time and from time to time make changes or amendments to:**

15.1.1. **this Contract, including (i) these MTN Subscriber Contract Terms and Conditions; (ii) Your Package Option/Price Plan Terms and Conditions; and (iii) the VAS Terms and Conditions applicable to the Value Added Services used by You.**

15.1.2. **the Charges or the Price List; and**

15.1.3. **the limit of the Usage Charges set by MTN in terms of clause 5.7.**

15.2. **MTN will endeavour to give You at least 20 (twenty) Business Days prior written notice of any changes or amendments referred to in clause 15.1, but is entitled to give You a shorter period of notice or no prior notice where this is reasonable in the circumstances or where it is necessary in order to comply with law or with the requirements of the Regulatory Authority.**

15.3. **You will be entitled to cancel the applicable Network Service(s) and/or any service forming part of Your Package Option/Price Plan which MTN seeks to amend in terms of clause 15.2 above Contract within 20 (twenty) days after receiving the notice from MTN of any changes or amendments referred to in clause 15.1, by giving written notice (not by SMS) to MTN, only where:**

15.3.1. **the reason for the changes or amendments was not because they were necessary to comply with law or with the requirements of the Regulatory Authority and they were also not approved by the Regulatory Authority;**

15.3.2. **in the case of changes or amendments to the Charges or Price List, these changes or amendments resulted in an increase to the Charges or other amounts payable by You to MTN, were not**

approved by the Regulatory Authority and were also not increases which MTN is entitled to make in terms of 15.3.1; and

15.3.3. **in the case of changes or amendments to the limit of the Usage Charges set by MTN in terms of clause 5.7, the change or amendment has been a reduction of the limit of the Usage Charges and the reduction was not necessary to comply with law or with the requirements of the Regulatory Authority.**

15.4. **If the cancellation notice is received by MTN from You after the date that the relevant change or amendment becomes effective (as specified in MTN's notice to You), then that change and amendment will still be valid and effective until the Cancellation Date.**

15.5. **All Value Added Services are made available and provided at the discretion of MTN and MTN may change, withdraw or substitute them at any time by giving You at least 20 (twenty) Business Days prior written notice. MTN is entitled to give You a shorter period of notice or no prior notice where this is reasonable in the circumstances or where it is necessary in order to comply with law or with the requirements of the Regulatory Authority. If MTN withdraws any Value Added Service which has a Monthly Service Charge, then no further Monthly Service Charge will be charged to You for that Value Added Service after the withdrawal. Where You subscribe to a Package Option/Price Plan that includes free Value Added Services, then there will be no reduction in Your Monthly Service Charges because that Value Added Service is free.**

15.6. **If MTN changes, withdraws or substitutes any Value Added Service that is provided to You, then You will be entitled to cancel this Contract within 20 (twenty) days after receiving the notice from MTN of the change, withdrawal or substitution of the Value Added Services, by giving written notice (not by SMS) to MTN.**

15.7. **If the cancellation notice referred to in clause 15.6 is received by MTN from You after the date that the relevant change, withdrawal or substitution of a Value Added Service becomes effective (as specified in MTN's notice to You), then that change, withdrawal or substitution will still be valid and effective until the Cancellation Date.**

16. PRIVACY AND DATA PROTECTION CLAUSE

16.1. **For the purposes of this clause, "Personal Data" means:**

information which identifies You as an individual, which includes:-

16.1.1. **Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of that person;**

16.1.2. **Information relating to Your education or the medial, financial, criminal or employment history;**

16.1.3. **Any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment, pertaining to You;**

16.1.4. **Your biometric information;**

16.1.5. **Your personal opinions, views of preferences;**

16.1.6. **correspondence sent by You that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;**

16.1.7. **the views of opinions of another individual about You; and**

16.1.8. **Your name if it appears with the name itself reveals information about You.**

16.2. **MTN respects the right to privacy. We take the protection of your Personal Data to determine the extent of the disclosure of personal information very seriously when collecting, processing, and using your personal data.**

16.3. **By entering into this Contract, You consent to our data collection, use and sharing practices described in our Privacy Policy, which can be viewed at www.mtn.co.za.**

16.4. **In respect of Your Personal Information, we will:-**

16.4.1. **retain and protect Personal Information provided by You in accordance with MTN's Privacy Policy; provided that MTN may be legally required to disclose that Personal Information in some circumstances;**

16.4.2. **use Personal Information collected about You for the purposes of:-**

16.4.2.1. **access to and use of the Network Services by You;**

16.4.2.2. **providing customer support and other similar activities related to the Network Services; and**

16.4.2.3. **keeping You informed (through any medium of communication), of products, services, offers and upcoming events and to improve our Network Services, to the extent that such is permitted by law, and provided that we have your consent to do, where such consent is necessary.**

16.5. **We will however not use, nor share Your Personal Information for on-selling, unless you consent to same.**

16.6. **You acknowledge and accept that the use by You of certain VAS services, which VAS Services may be provided by independent third parties, who may collect, process and use your personal data pertaining to such services. MTN is not responsible for such collection, processing and/or use of your Personal data.**

16.7. **You may, if You so wish, contact our call centre or our PAIA officer for information on how your Personal Data is used by MTN**.

17. TRANSFER OF ANY RIGHTS AND OBLIGATIONS TO ANOTHER PERSON

17.1. You may not give up or transfer any of Your rights or obligations in this Contract to any other person without MTN's prior written consent.

17.2. To the extent allowed by law, MTN will be entitled to transfer all or some of its rights or obligations or both under this Contract to any one or more persons (including without limitation any entity that is seen in law as a separate legal person, such as a body corporate, a partnership, an association, and a trust), **Customer information will of course be one of the transferred assets.**

17.3. Through Your acceptance of this Contract:

17.3.1. You provide MTN with consent to share your personal information; and

17.3.2. **it shall be deemed to be an express consent on Your part to any transfer of rights and/or obligations by MTN**,

to the extent necessary for the purposes of clause 17.2 above.

18. PERMISSION TO MARKET

To the extent allowed by law, by ticking the box on the MTN Subscriber Application Form, You give MTN express permission to contact You by telephone, fax, SMS, MMS or email at the contact number/s and/or addresses You provided to MTN, for the purposes of marketing its products and/or services to You. This permission does not prevent You from opting out of receiving marketing communications from MTN (or opting in again) at any time in the future, and is subject at all times to Your rights and obligations in terms of the Consumer Protection Act or any other applicable law to register a pre-emptive block or to demand that MTN no longer sends You any direct marketing communications.

19. INSURANCE

19.1. **Your Mobile Device will not be insured, unless You have entered into a separate insurance agreement with an insurance provider of Your choice to insure the Mobile Device**.

19.2. If You choose to insure your Mobile Device with MTN, You must complete, sign and hand in a separate MTN Insurance Application Form to MTN. Please note that the terms and conditions of such insurance are separate and independent of this Contract.

19.3. If You have any questions about insurance of the Mobile Device through MTN, You may contact MTN, provide You with the necessary assistance and guidance.

20. GENERAL

20.1. **VAT**

Unless stated otherwise, all prices and Charges in this Contract and any Price List are exclusive of Value Added Tax ("VAT") and any other applicable tax or duty. You will have to pay any VAT, tax or duty that is not included.

20.2. **WHOLE AGREEMENT**

This Contract is the whole agreement between You and MTN in relation to its subject matter, except that this Contract does not exclude any representations or warranties made in connection with this Contract by MTN or any person on behalf of MTN where the law does not allow these representation or warranties to be excluded.

20.3. **WAIVER OR LENIENCY**

To the extent allowed by law, no leniency, or extension of time that MTN may show to You, at any time and for any purpose during the duration of this Contract, will in any way prejudice MTN or prevent MTN from exercising any of its rights or remedies.

20.4. **APPLICABLE LAW**

20.4.1. This Contract and all matters or disputes relating to it will be governed by the laws of the Republic of South Africa.

20.4.2. Each provision of this Contract, and each part of any provision, is separate and separable from the others. To the extent that any provision in this Contract or any part of a provision ("severed provision or part") is, becomes or is declared by a court of competent jurisdiction or other competent authority to be unlawful, invalid or unenforceable for any reason or in any jurisdiction, then it will, to the extent that it is unlawful, invalid or unenforceable, be severed from this Contract and treated as if it had not been written, without invalidating or affecting the enforceability of the remaining provisions of this Contract or affecting the validity or enforceability of the remainder of such provision or the remainder of the Contract. . MTN may however provide You with written notice, in terms of which it shall provide You with an alternative provision

(or part of a provision), which provision (or part of a provision) can be incorporated into the Contract, with Your Consent, to achieve the same objectives as the severed provision or part.

20.5. **RICA**

20.5.1. You are required, in terms of the RICA, to register such SIM card with MTN, in a face-to-face process.

20.5.2. You are required to provide the following documentation to MTN:

20.5.2.1. your **original** identity document, passport or refugee document;

20.5.2.2. a certified copy of an original identity document, passport or refugee document; and

20.5.2.3. a certified copy of proof of residential address. Proof of residence may be recorded in any of the following documentation:

20.5.2.3.1. Bank statement (which must not be older than 3 (three) months);

20.5.2.3.2. Rates and/or Electricity account;

20.5.2.3.3. Phone account;

20.5.2.3.4. TV license;

20.5.2.3.5. Insurance policy;

20.5.2.3.6. Lease agreement;

20.5.2.3.7. New vehicle license document.

20.5.3. You acknowledge and accept that any failure by you to provide same will result in MTN not activating the SIM card.

20.6. **ADDRESS AND NOTICES**

20.6.1. Subject to clause 16, and to the extent allowed by law, You give MTN permission to make known Your name, address, and personal details to any person, whenever it is reasonably necessary for MTN to properly perform its functions or protect either Party's interests, or to enable MTN to provide emergency Network Services to You, or directory or repair services and information to Network users generally, or when that information has been requested by any official regulatory or legislative body.

20.6.2. You and MTN choose the physical addresses set out in the Subscriber Contract Application Form as the addresses where You or MTN will accept notices or court documents ("*domicilium citandi et executandi*") relating to this Contract.

20.6.3. **You and MTN will be entitled to change Your physical address to any other physical address in South Africa, which is not a post office box, by giving written notice to each other. The new physical address will become that Party's *domicilium et executandi* 30 (thirty) days after the other Party receives the notice.**

20.6.4. **You or MTN may only give notice for court documents to each other by hand.**

20.6.5. You or MTN may give any notice (except for court documents) to each other:-

20.6.5.1. by hand, by fax or by email during normal business hours of MTN, at the receiving person's physical addresses set out in your MTN Subscriber Application Form, as may be amended in terms of clause 20.6.3. Unless the opposite is proved, a fax or email will be presumed to have been received 48 (forty-eight) hours after the time that it was sent. You must make sure that You get proof of receipt; or

20.6.5.2. by prepaid registered post from an address in South Africa to the receiving person's postal address for the time being. Unless the opposite is proved and to the extent allowed by law, the notice or payment will be presumed to have been received by the addressee on the 7th (seventh) day after the date of posting. You must make sure that You keep proof that You sent the notice.

21. AGREEMENT BY YOU

21.1. **I confirm that I have read and I understand the terms and conditions of the Contract and I agree to be bound by them.**

21.2. **I confirm that I am over the age of 18 (eighteen) years and that I am legally able to agree to the terms and conditions contained in the Contract and to make the promises and undertakings therein.**

Subscriber Name: _____ **Signature:** _____ **Date:** _____

Sales Consultant Name: _____ **Signature:** _____ **Date:** _____